

DOCUMENT ROUTING FORM

(2) ✓ 3/27/12 (L)

NAME OF DOCUMENT: Agreement - SunGard Public Sector

Approved Comm. Mtg. on 2/19/13 fur-1, 2012 CAR# Memo 12-2419

ITEM: M - PH - O - CR - R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # 2 originals

By: ck. forwarded to: _____
Initials

1.) Approved as to Content: [Signature] Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by (see attached CAM) Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Harry A. Stewart _____ Cole Copertino _____ Robert B. Dunckel _____
Ginger Wald _____ D'Wayne Spence _____ Paul G. Bangel [Signature]
Carrie Sarver _____ DJ Williams-Persad _____

4.) Approved as to content: Assistant City Manager:

By: _____ By: _____
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 2 originals to Mayor.

6.) Mayor: Please sign as indicated and forward # 2 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

PROCUREMENT CARRIE / 5141

8.) City Clerk: retains one original document and forwards 1 original documents to _____

Copy of document to _____ Original Route form to _____

Attach _____ certified copies of Reso. # _____ Fill-in date

3/26

APPLICATION SERVICES PROVIDER AGREEMENT

This Application Services Provider Agreement ("Agreement") is made between SunGard Public Sector Inc., ("**SunGard Public Sector**" or "**Contractor**"), a Florida corporation with a business address at 1000 Business Center Drive, Lake Mary, FL 32746, and City of Fort Lauderdale, 100 North Andrews Fort Lauderdale, FL 33301 ("**Customer**" or "**City**"), as of the Execution Date.

Customer desires to engage SunGard Public Sector to provide Customer with access to and use of certain SunGard Public Sector-provided Software on an application services provider basis. Accordingly, the parties agree as follows:

1. Defined Terms.

"Additional Functionality" means changes that SunGard Public Sector makes for inclusion in a General Release Module to increase the functionality of the General Release Module.

"Appendix" means each schedule that is attached to this Agreement that is marked as an "Appendix." Appendices are incorporated herein and are lettered sequentially, beginning with "Appendix A" and continuing thereafter.

"Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Appendix A - Order Form, including, but not limited to, all computer programs and related documentation, and any modifications thereto.

"Application Services" means the services and Software utilization and access rights to be provided to Customer by SunGard Public Sector under this Agreement.

"Application Services Term" means the period identified in Section 9 of this agreement as "Term and Termination," and during which Customer will have the right to access the Software.

"Commencement Date" is defined in Appendix A, and is the date on which the Term commences and the date upon which Customer will begin to pay Application Services fees to SunGard Public Sector.

"Concurrent Sessions" means any person accessing SunGard Public Sector's hosted environment.

"Confidential Information" means information of a party to this Agreement that is confidential pursuant to Florida law.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Disclosing Party" means the party providing its Confidential Information to the Receiving Party.

"Documented Defect" means a material deviation between the General Release Module and its documentation, for which Documented Defect SunGard Public Sector has confirmed that Customer has given SunGard Public Sector enough information for SunGard Public Sector to replicate the deviation on a computer configuration which is both comparable to the Hardware and is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"General Release" means the general release version of a Module as updated by Upgrades, but without any other modification whatsoever.

"IP Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Maintenance" means SunGard Public Sector's efforts to provide Customer with avoidance procedures for or corrections of Documented Defects. The hours during which Maintenance will be provided for each Application, the targeted response times for certain defined categories of Maintenance calls for each Application, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Application is described in attached Appendix C.

"Module" means any one of the Applications identified in Appendix A, excluding Third Party Products, as well as all code and related specifications, documentation, technical information and all IP Rights for such Application.

"New Releases" means new editions of a General Release Module.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Order Form" means an attachment to this Agreement, which is a supplement to this Agreement for all purposes. Unless otherwise stated in any Order Form, all terms and conditions stated in this Agreement shall remain in effect.

"Receiving Party" means the party receiving Confidential Information of the Disclosing Party.

"Software" means the Modules listed in Appendix A – Order Form.

"Start-Up Assistance" means SunGard Public Sector's efforts in getting the hosted environment ready for the functional implementation of the Application Services. Such Start-Up Assistance may include, but shall not be limited to, hardware acquisition and setup, user setup, and global security setup.

"Upgrades" means, collectively, Maintenance, Additional Functionality and New Releases.

2. **Application Services, Generally.** During the Application Services Term, SunGard Public Sector will provide Customer with the Application Services generally described in this Section 2 and in Section 3 hereunder, including the right to access to the Applications, on the terms and conditions of this Agreement. Application Services include the grant by SunGard Public Sector to Customer of a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Customer's own, non-commercial computing operations (subject to any Concurrent User limitations provided for in Appendix A), while such Object Code resides in and is executed from a SunGard Public Sector datacenter. Any rights not expressly granted in this Agreement are expressly reserved.

a) **Documentation.** Customer can make a reasonable number of copies of the documentation for each Module for its use in accordance with the terms of this Agreement.

b) **Restrictions on Use of the Software.** Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or, to the extent it is a trade secret pursuant to Florida law, disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software.

This Agreement is expressly made subject to any United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means. Customer is prohibited from removing or altering any of the IP Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered IP Rights notice(s) in any full or partial copies that Customer makes of the Software.

c) Application Software Maintenance and Support Services. Maintenance is available during the SunGard Public Sector hours outlined in Appendix C.

3. **Access rights, Improvements and Changes, Start-Up Assistance, Conversion Services.**

SunGard Public Sector agrees to provide access to the Applications requested by Customer on Appendix A - Order Form (or any supplemental or replacement Order Form(s)) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Information regarding access to the Applications and related responsibilities for both parties under the Application Services is as provided in Appendix B.

a) Improvements and Changes. SunGard Public Sector will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary, for the Host Computer Systems.

b) Start-Up Assistance. SunGard Public Sector will provide Start-Up Assistance to Customer and Customer agrees to pay to SunGard Public Sector the Start-Up Fees as provided on Appendix A - Order Form. Customer agrees to reimburse SunGard Public Sector for reasonable travel and living expenses, in accordance with Section 4.a.ii of this Agreement.

c) Optional Conversion Services. At Customer's option, SunGard Public Sector will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to SunGard Public Sector in a compatible format acceptable to SunGard Public Sector, and on media specified by SunGard Public Sector.

4. **Fees, Payment and Taxes.**

a) Payment.

i. Application Services Fees or "Access Fees". During the Application Services Term, Customer will pay SunGard Public Sector the Application Services fees as specified in Appendix A, including but not limited to fees for access to the Applications ("Access Fees"), as otherwise provided for in Appendix A. No more frequently than once per year, SunGard Public Sector shall have the right to adjust the Application Services Fees. For the Term of this Agreement only, any increase in Application Services fees shall be limited to no more than 5% compared to the preceding year's fees. Time is of the essence with regard to Customer's payment obligations pursuant to this Agreement. Customer's payment obligations are subject to the Florida Local Government Prompt Payment Act.

ii. Travel and Living Expenses. Except as otherwise provided in Appendix A, Customer will reimburse SunGard Public Sector for reasonable, out-of-pocket travel and living expenses, in accordance with the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy which is attached hereto as Appendix D, that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. SunGard Public Sector estimates that between 17 and 20 onsite visits will be required for delivery of the professional services detailed under Appendix A. Per trip expenses are variable, however, SunGard Public Sector anticipates that each onsite visit to South Florida will incur travel and living expenses in the range from between \$1,000 to

\$2,500. Notwithstanding anything to the contrary as may be provided herein, total travel and living Expenses will not exceed \$60,000.00 unless mutually agreed by both parties.

b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the application services, the Software, and any other services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

c) Data Communications and Telephone Services. Customer shall pay for any data communications services (internet or telephone services). If Customer requires special telephone line configurations due to unique equipment or data requirements, SunGard Public Sector reserves the right to charge for analysis and design of such special configurations.

d) Suspension of Service. If in any instance, Customer fails to pay to SunGard Public Sector within forty-five (45) days after SunGard Public Sector provides a proper invoice therefor in accordance with the Florida Local Government Prompt Payment Act, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount, and all other rights and remedies that SunGard Public Sector may have at law or in equity, SunGard Public Sector may, in its sole discretion and without further notice to Customer, suspend or reduce its performance of the Application Services.

5. Confidential Information. Except as otherwise permitted under this Agreement or provided by law, the Receiving Party will not knowingly disclose to any third party, or make any use of the Disclosing Party's Confidential Information. The Receiving Party will use at least the same standard of care to maintain the confidentiality of the Disclosing Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period in accordance with Florida law. However, Customer's obligations to maintain the Software as confidential will survive as long as the Software is a trade secret and confidential pursuant to Florida law.

6. Existing Products. For any products listed in Appendix A as "Existing Products" or "Currently Licensed" (Licensed Programs) of which Customer has licensed under a previous agreement, Customer shall retain the right to run a copy of the Licensed Program(s) on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. Customer acknowledges that should they run a copy of the Licensed Program(s), maintenance services for said Licensed Program(s) will not be provided under this Agreement. Should Customer desire to receive maintenance services they will be required to enter into a separate software maintenance agreement with SunGard Public Sector.

7. Intellectual Property Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a General Release Module infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must reasonably cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim. If any Module is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Module under the terms of this Agreement; (B) replace the Module with products that are substantially equivalent in function, or modify the Module so that it becomes non-infringing and substantially equivalent in function; or (C) refund to

Customer the annual Application Services fee payable by Customer in the year that such claim or threatened claim arises. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

8. **Term and Termination.**

- a) **Application Services Term.** The initial Application Services Term is for a period as stated in the Appendix A – Order Form. Thereafter, the Application Services Term will automatically renew for consecutive one (1) year periods, subject to appropriation by Customer and the availability of funds, unless terminated by either party by providing written notice one-hundred eighty days (180) days prior to the upcoming Application Services Term annual renewal date.
- b) **Right of Termination.** A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Documented Defect will not constitute a notice of termination of this Agreement.
- c) **Effect of Expiration of Application Services Term or Termination of Agreement.** Upon the expiration of the Application Services Term, or upon any earlier termination of this Agreement by either party, Customer's right to receive the Application Services and to use the Software as otherwise provided for in this Agreement terminates. Any use of the Software after the Application Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of SunGard Public Sector's copyright interest in and to the Software.
- d) **Deconversion Assistance.** If after any termination or expiration of this Agreement Customer converts to a different vendor's applications, SunGard Public Sector will provide, upon payment of SunGard Public Sector's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in SunGard Public Sector's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, SunGard Public Sector shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by SunGard Public Sector for such services.
- e) **Survival of Obligations.** Except as otherwise provided by Florida law, all obligations relating to non-use and non-disclosure of Confidential Information will survive termination of this Agreement. SunGard's obligation relating to indemnity will survive termination of this Agreement.
- f) **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

9. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

10. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

11. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. Notwithstanding the foregoing, SunGard Public Sector reserves the right of assignment of this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.

12. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

13. **Choice of Law; Venue; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect. Venue for any lawsuit by either party against the other party or otherwise arising out of this agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

14. **LIMITATIONS OF LIABILITY; DISCLAIMER OF WARRANTIES**

a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE APPLICATION SERVICES, THE SOFTWARE, ANY CONSULTING SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE APPLICATION SERVICES FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

b) **EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SERVICES AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

d) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

15. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

16. **Insurance.** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,
\$500,000 each occurrence
Property damage \$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

17. **Indemnification.** To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Contractor shall indemnify and hold harmless the Customer, including the City's officers and employees, from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of Contractor, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs.

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE
By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

Approved as to form:
[Signature]
Senior Assistant City Attorney

WITNESSES:
[Signature]
Signature
Print Name: George Serikas
[Signature]
Signature
Print Name: Paul C. Valis

SunGard Public Sector Inc.
By: [Signature]
Print Name: RAYMOND PERKEY
vice President

(CORPORATE SEAL)

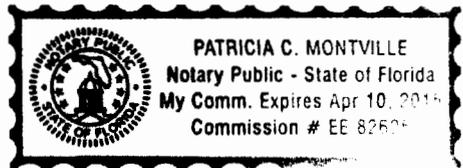
~~ATTEST:~~
See Certificate of Secretary attached
Secretary

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18 day of MARCH, 2013, by Raymond Perkey, as president for SunGard Public Sector Inc., a Florida corporation. vice

[Signature]
(Signature of Notary Public - State of)
PATRICIA C. MONTVILLE
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



APPENDIX A
Order Form

Agreement Number: 2677LG-121339-1
Customer: City of Fort Lauderdale
Delivery Address: 100 North Andrews Fort Lauderdale, FL 33301

1. Commencement Date: July 1, 2013

2. Term:

The initial Application Services Term begins upon Commencement Date and expires sixty-three (63) months thereafter. Thereafter, the Application Services Term will automatically renew for consecutive one (1) year periods, subject to Customer's appropriation and the availability of funds in accordance with section 8.a of this Agreement, unless terminated by either party by providing written notice one-hundred eighty days (180) days prior to the upcoming Application Services Term annual renewal date.

3. Application Groups & Fees:

See Attachment 1 to this Appendix A
Application Groups & Fees Notes:

- 1) Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology.
- 2) Number of Concurrent Sessions listed above used in the calculation for the Access Fees. Changes to the number of Concurrent Sessions may impact the Access Fee.

Access Fee(s): The chart within Attachment 1 to this Appendix A reflects the annualized Access Fee(s) during the initial Application Services Term only. The schedule of Access Fee(s) during the initial Application Services Term shall be at the rates listed below.

July 1, 2013 – September 30, 2013 \$32,500.00 (partial year)
October 1, 2013 – September 30, 2014: \$130,000.00
October 1 2014 – September 30, 2015: \$130,000.00
October 1 2015 – September 30, 2016: \$130,000.00
October 1, 2016 – September 30, 2017: \$130,000.00
October 1, 2017 – September 30, 2018: \$130,000.00

Access Fees for any Contract Year subsequent to the initial Application Services Term are subject to change and will be specified by SunGard Public Sector in an annual invoice.

APPLICABLE TAXES ARE NOT INCLUDED IN THIS ORDER FORM, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

4. Payment Terms: The amounts noted above shall be payable as follows

Start-Up Fee: 50% due thirty (30) days following Execution Date; and 50% due one hundred twenty (120) days following Execution Date.

Annual Access Fee: Due in advance on an annual basis. The initial Access Fee (covering months 1-3 of the initial Application Services Term) will be due on the first of the month following the Commencement

Date. The second Access fee (covering the 12 month period commencing October 1, 2013) shall be due on October 1, 2013. Subsequent Access Fees will be due on October 1st of each year thereafter throughout the Application Services Term.

Professional Services Fees: Due as incurred.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and Customer agrees to reimburse SunGard Public Sector for reasonable travel and living expenses, in accordance with Section 4.a.ii of this Agreement.

5. Maintenance Credit. A Credit in the amount of the unused portion of maintenance paid by Customer under a prior agreement shall be applied toward Access Fees owed by Customer hereunder. The unused portion of paid maintenance will consist of the amount unused as of July 1, 2013. The full amount of maintenance Customer has paid under the aforementioned agreement is \$76,291.57 for the period of November 1, 2012 – October 31, 2013.

6. User Group Registration Fees. SunGard Public Sector agrees, as a one-time concession, to pay registration fees on Customer's behalf for up to two (2) Customer employees to attend the 2013 International SUGA Conference. In order to coordinate such payment, Customer must inform SunGard Public Sector at the time that Customer may be registering with the SUGA User's Group for such event so that SunGard Public Sector can coordinate with Customer and the SUGA User's Group to make such payment on Customer's behalf. Customer and SunGard Public Sector agree that only the aforementioned fees will be paid and any other related fees shall be Customer's responsibility. If Customer should fail to register for the 2013 SUGA Conference or if Customer should fail to contact SunGard Public Sector at the time of such registration, then SunGard Public Sector's obligation as described under this paragraph shall cease.

7. Maintenance Termination & Inquiry-only Hosting. Upon commencement of billing for Access Fees hereunder, Customer acknowledges the termination of their current maintenance billing for the above listed applications in the "PLUS Products (Modules - Currently Licensed)" contained in Schedule A as well as all custom modifications for which SunGard Public Sector has previously charged a retrofit maintenance fee for. SunGard Public Sector shall continue to provide Customer with maintenance of these products until the transition to the ASP Environment is complete, at which time maintenance will be terminated. Thereafter, all of the applications listed under Attachment 1 in the "PLUS Products (Modules – Currently Licensed)" category, with the sole exception of a) the CommPlus Special assessments [GSPSA], b) the CommPlus Alarming Billing [GCPAB], c) the CommPlus Fire & Safety [GCPFS], d) the eGov Fire & Safety [GCPEGFS], and e) the eGov Inspections [GCPEGIN], shall be hosted in an inquiry-only mode.

8. Modification Retrofits. For each non-standard Application that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.

9. Interfaces. Except as provided under Attachment 1 to this Appendix A, no interfaces are included under this Agreement. Certain fees for professional services may be incurred for any interfaces that Customer might want to acquire in the future.

10. Hardware. The VPN Concentrator Option includes a router, which will be provided by SunGard Public Sector to Customer. The router is, and shall remain, the property of SunGard Public Sector.

11. Third Party Products - Software and Hardware.

11.1 Grant of Third Party Licenses. Where applicable, SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the license, use and confidentiality restrictions and other provisions of this Agreement, the third party software set forth on Schedule A ("Third Party Software Products") subject to the following additional conditions: (i) the Third Party Product shall be used only in conjunction with any permissible use of the Application software specifically authorized hereunder, and (ii) the Third Party Products shall be used only in accordance with the Third Party Products documentation. As used herein, "Third Party Products documentation" means the on-line and hard copy functional and technical specifications that describe the functional and technical capabilities of the Third Party Product in question.

11.2. Third Party Products. During the term of this Agreement, SunGard shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) or manufacturer(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the Software or Third Party Products). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

**ATTACHMENT 1
TO
APPENDIX A**

| | Applications and/or Services | Professional Services Fees | Start-Up Fee | Annual Access Fee |
|--|--|--|------------------|------------------------|
| Migration - ONESolution Products (Modules - Not Currently Licensed) | ONESolution Cash Receipts - (OS-CRCPT), ONESolution Land - (OS-LAND), ONESolution Permits (& Inspections) - (OS-BPMT), ONESolution Business Account Management (& Licensing) - (OS-BAM), ONESolution Planning & Engineering (Development) - (OS-PEZ), ONESolution Code Compliance (& Enforcement) - (OS-CCMP), ONESolution Mobile Field Inspections Server - (OS-FJ), ONESolution Mobile Field Inspections (per seat) - (OS-FY), GovNOW Core Module - (OS-K1), GovNOW Map Access Fee(s) - (OS-KX), GovNOW Code Compliance - (OS-K0), GovNOW Business Account Management - (OS-K6), GovNOW Permitting - (OS-K3), ONESolution Planning - (OS-K7), ONESolution Transaction Manager - (OS-KT) - (\$150.00 a month minimum) - see attached. | 251,245 | 25,000 | 120,000 |
| New 3rd Party Products (Not Currently Licensed) | <p>ONESolution Global Core - (OS-GCOREPL), ONESolution Financial Core - (OS-FCOREPL), ONESolution Reporting & BI Core - (OS-BICOREPL), (OS-Q8-1), ONESolution Public Administration Core - (OS-PACOREPL) ONESolution Third Party Product Description</p> <p><u>ONESolution Global Core</u> Plus Technologies-Printer control and reporting module – Oplus Krengel Tech (Web Enablement) — allows web services to work on the iSeries – Only used for NavLine Pervasive – Conversion tool - Not required for IFAS only migrations</p> <p><u>Business Intelligence Core</u> Cognos BI (BI Administrator, Anonymous Enhanced Consumer)- Business Intelligence/Reporting</p> <p><u>ONESolution Financial Core</u> – Required for Finance MicroFocus - Compilers and runtime modules for financials (Concurrent user based) MKS –Allows programs to execute and utilize Unix commands and functionality Documents Online – included for NavLine and Plus only- Document management lite</p> <p><u>ONESolution Public Administration Core</u> Mapping framework – Google mapping</p> | Included in Professional Services Fees | N/A | Included in Annual Fee |
| ONESolution Professional Services | Includes: Power Training for Community Applications, Includes onsite and remote training, configuration and setup, Project Management *** See attached for Details *** | Included in Professional Services Fees | N/A | N/A |
| ONESolution Conversions | Includes: Community Applications - (Land, Permitting, Code, Planning & Licensing) | Included in Professional Services Fees | N/A | N/A |
| ONESolution Hosting Services | ONESolution Hardware Configuration and Setup, Disaster Recovery for SunGard Public Sector Applications | N/A | N/A | Included in Annual Fee |
| ONESolution Hosting Services | GovNOW hardware and software will be hosted and managed by SunGard Public Sector. | N/A | N/A | Included in Annual Fee |
| Plus Products (Modules - Currently Licensed) Premise Based | CommPlus Special Assessments - (GSPSA), Comm Plus Alarming Billing - (GCPAB), CommPlus Permitting - (GCPPM), CommPlus Code Enforcement - (GCPCE), CommPlus Business License - (GCPBL), CommPlus Cash Receipting - (GCPCR), CommPlus Fire & Safety - (GCPFS), eGov Online - (GCPEGOS), eGov Business License - (GCPEGBL), eGov Code Enforcement - (GCPEGCE), eGov Fire & Safety - (GCPEGFS), eGov Inspections - (GCPEGIN), eGov Web Payments - (GCPEGWP), IVR Business Licensing Interface - (GCPIVBL), IVR Inspection Scheduling Interface - (GCPIVN) | N/A | N/A | 10,000 |
| Total: | | \$ 251,245 | \$ 25,000 | \$ 130,000 |

APPENDIX B

Hosted ONEsolution Standards Sheet (Attachment to Schedule A – Order Form)

1. System Availability

The scheduled hours of availability for the hosted applications are 24 hours per day Monday –Saturday. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time. There are special considerations for software updates and emergency situations; please reference Sections 3.4 and 3.5 (Maintenance and Upgrades) for details.

2. System Backups

2.1. Daily System Backups

Incremental backups are performed Monday through Saturday. Retention of the backups will be as follows: daily backups - 1 month, weekly backups - 1 month, monthly backups - 1 year, yearly backups - 3 years.

2.2. Weekly System Backups

Full system backups will occur on Sunday beginning at 12 a.m. (Customer local time). These backups consist of the Operating System, databases, transaction logs, and system configuration.

System backups will be rotated to a secure, off-site storage facility.

2.3. Restores

Restores will be performed on an as needed basis taking into consideration both Customer and SunGard Public Sector functionality, availability, and necessity. No additional fees will apply for non-urgent restore requests; those requests that an offsite backup tape can be recalled for the following business day. For urgent restore requests, SunGard Public Sector reserves the right to charge Customer actual fees incurred to emergency recall offsite storage tapes as reimbursement to SunGard Public Sector of such fees. These fees are typically incurred when recalling an offsite tape during the same business day. Any such expenses shall be billed by SunGard Public Sector on a monthly basis, as they are incurred.

3. System Management

SunGard Public Sector Inc. will provide system management of the hosted Systems including hardware, software, security, and data communication as well as:

3.1. System Monitoring

The hosted Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by SunGard Public Sector Inc. System operations to be monitored include:

- Services - to ensure they are active, operational, and without pending errors messages.
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc
- System and Network Information - Samples of system and network information to be monitored include:
 - Storage

- CPU Utilization
- Bandwidth utilization
- Memory utilization
- Security violation attempts
- Backup completion
- Other pertinent system information as determined by SunGard Public Sector Inc.

3.2. Night Processing

Specified processor-intensive jobs, as determined by SunGard Public Sector Inc., may be required to be run outside normal business hours to ensure that acceptable system performance standards are met.

3.3. System Maintenance

SunGard Public Sector Inc. will provide all necessary hosted Systems and network maintenance as deemed appropriate and necessary by SunGard Public Sector Cloud Solutions.

3.4. SunGard Public Sector Application Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to software upgrades being performed.

3.4.1. SunGard Public Sector Inc. Applications

Upgrades and updates to SunGard Public Sector Inc. applications will be performed on scheduled dates during the year.

3.5. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

3.6. System Security (Logical)

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard Public Sector Inc. This will include such items as password length and makeup, change intervals, system security level, etc.

Customer users will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by SunGard Public Sector Inc.

Datacenter security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, Intrusion Prevention, IP address translation, and/or a combination thereof.

3.7. Authorized Third Party Software

SunGard Public Sector Inc. has partnered with a number of third party vendors for purposes such as time & attendance, form printing, mapping, etc. Only authorized third party software will be supported in the hosted environment.

4. System Requirements

The following are hardware specifications to enable the Customer to access the host systems. These requirements are the responsibility of Customer.

4.1 Personal Computers

Each personal computer that will access the Hosted environment should achieve the following hardware specifications for access:

Supported Operating Systems

- Microsoft Windows XP Professional SP3
- Microsoft Windows 7 (Business, Enterprise & Ultimate)

| | |
|---------------|---|
| Processor: | Multi-Core x86 based CPU at 2.0GHz or faster |
| Memory (RAM): | 4 GB or Higher |
| Storage: | 15 GB for data plus 25% Free Space for I/O Performance |
| Video: | 1024×768 XGA or higher resolution (adapter and monitor) |
| Software: | Microsoft Office 2007/2010 |

SunGard Public Sector does not provide "Minimum" specifications for the ONESolution applications. If a user desires to implement hardware that does not meet the specifications in this document they can submit the hardware configuration to a SunGard Solutions Architect for review.

4.2 Customer Connectivity

- Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the internet, etc.
- All LAN connections should be 100Mb/sec or faster and in a switched environment.
- Any WAN connections should be evaluated based on concurrent usage statistics. Please contact your SunGard account representative before any WAN implementations.

4.3 Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the Hosted network.

5. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time. "In network" is defined as any point between which the data packet enters the SunGard Public Sector Inc. environment and subsequently departs the SunGard Public Sector Inc. environment. Any point of communications outside of the SunGard Public Sector Inc. protected network environment, shall be deemed as "out of network."

SunGard Public Sector Inc. is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector Inc. host site infrastructure.

6. Standard Application Support

SunGard Public Sector Inc. provides standard Application Support Monday – Friday 5:00 am to 5:00 pm customer local time.

The toll-free application support line is 1-888-ONE-SUPPORT or 1-888-663-7877.

7. Cloud Solutions Hosted Support

Host site technical hardware and host operating system support shall be provided 24hours a day, 365 days per year. This includes support for technical issues related to hosted Systems access, and hosted Systems functionality.

SunGard Public Sector Inc. is not responsible for Customer hardware, non-SunGard Public Sector Inc. related software, Internet access, and/or connectivity issues. SunGard Public Sector Inc. will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

The toll-free Hosted Technical support line is 1-888-ONE-SUPPORT or 1-888-663-7877.

APPENDIX C

MAINTENANCE STANDARDS

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Applications identified in Appendix A – Order Form of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

| Priority | Description | Response Goal* | Resolution Goal* |
|--------------------------|--|--|---|
| Urgent 1 | A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Applications are not performing a process that has caused a complete work stoppage. | SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours. | Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. |
| Critical 2 | A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Applications are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems. | SunGard Public Sector has a stated goal to respond within two hours of the issue being reported. | A resolution plan details the steps necessary to understand and possibly resolve the issue. |
| Non-Critical 3 | A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Applications are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround. | SunGard Public Sector has a stated goal to respond within four hours of the issue being reported. | |
| Minor 4 | A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system. | SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported. | |

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

SUNGARD® PUBLIC SECTOR

CORPORATE TRAVEL & EXPENSE REIMBURSEMENT POLICY & PROCEDURES

EFFECTIVE DATE: 01/06/2012

SunGard Public Sector Inc.

Corporate Travel & Expense Reimbursement Policy

INTRODUCTION.....

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AMERICAN EXPRESS ONE CONTACT INFORMATION (TRAVEL AGENT).....

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AIR TRAVEL.....

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INTRODUCTION

GENERAL

The guidelines outlined in this policy are effective **January 1, 2011** and applies to all SunGard Public Sector Inc. staff members. Enforcement of these policies will be the combined responsibility of Administration and Accounting.

REIMBURSABLE EXPENSES

All bona fide necessary and reasonable business expenses incurred for air travel, car rental, lodging accommodations, meals, entertainment, surface transportation and other miscellaneous items will be reimbursed if they fall within the guidelines presented in this policy.

DEFINITION OF TERMS

1. Officers - Includes President and Vice Presidents.
2. Staff - Includes all staff members not included above.
3. Appropriate Official - As used in this manual, this term refers to that Officer or Department Head (Director, Manager) who, as the immediate manager of any staff member or other Officer has responsibility for approving their expense reports.
4. Travel Agent - American Express One.

EXCEPTIONS

All exceptions to this policy must have advance written approval by an Officer. This includes individual exceptions for company staff members as well as departmental policy exceptions that exceed the provisions of this policy.

INFORMATION

Request for additional information or clarification of any items mentioned in this policy should be addressed to the Accounting Department.

REPORTING REQUIREMENTS

General:

An expense report must be created in PSA in order to receive reimbursement. No one is authorized to approve his/her own expense report. All expense reports must be submitted weekly in PSA; receipts and any necessary documentation must be received in the Lake Mary office in time to process for payment. Expense reports are processed for payment every Friday. The cut-off time is Friday at noon to be paid the following Friday. Any expense report turned in after the cut-off will fall into the next payment cycle.

The Company encourages the use of Direct Deposit for payments of expense reports as it speeds up the process for receiving reimbursement. The required paperwork can be found on the HR website.

Company policy is to obtain original receipts for all expenditures, except for meal per diems. When submitting personal phone/wireless bills used for company business and information from credit card statements, copies will be accepted. Each page of the phone/wireless bill must be copied and submitted to receive reimbursement. Receipts must include the amount, date, place and essential character of the expense. If a receipt is lost, a memorandum to Accounting must be submitted in lieu of the lost receipt(s). The memo should include information such as date of expense, type of expense (meal, lodging, etc.), name of establishment where the expense was incurred and names of any guests (if applicable) and the business relationship to the Company. The appropriate official must approve the memo.

Expense reports and receipts must be submitted within **90 days** after the expense is incurred. When obtaining a receipt and paying a bill to be submitted for reimbursement, make sure it is correct. Make sure you take the time to review your expense report before submitting it.

Allowable expenses must be described in accordance with Internal Revenue Service (IRS) requirements. IRS regulations require that each expenditure, whether for travel, lodging, miscellaneous expenses or meals, is supported by an explanation of the business purpose.

If an expense report is billable to a client, the Company reserves the right to withhold payment of that expense report until the employee reports billable time in PSA associated with that trip.

AMERICAN EXPRESS ONE CONTACT INFORMATION (TRAVEL AGENT)

Online Access: <http://www.concursolutions.com>

Company Code: **HEPS03**

Business Travel Service:

Toll Free Number: (800) 872-8191

Fax: (610) 768-7380

E-Mail Address: SunGardBTC@aexp.com

Emergency Travel Center:

Toll Free Number: (800) 872-2689

Access Code: A-DZ3

SunGard Dedicated Agents:

Maria Bono, Kathy Leo, Tina Ciasullo, Melissa Holsopple, Tracy Matty, Chrissy Melton, Lisa Cipollone

An American Express One agent is available from 8:00AM to 8:00PM EST, Monday through Friday.

Fees

A \$15.00 transaction fee will be charged for every airline ticket issued online and \$35.00 transaction fee will be charged for every airline ticket issued over the phone. In addition, calls to the American Express One Emergency Travel Service Center will incur a \$14.00 fee per call.

Security

In an effort to increase the security of the SunGard/Amex Travelbahn Portal, there is a security code feature on the home page that will be required for the creation of all new traveler profiles. This change will in no way impact those Public Sector employees who currently access the online booking tool.

Effective Monday, September 6, 2010 a security code will be required to create a new profile. This security code will be maintained by the SunGard Corporate Procurement office in Wayne, PA. Any new employees should contact Tamara Chomnuk to assist with new profile creation. Tamara can be reached via email at tamara.chomnuk@sungard.com or by phone at 484-582-5431.

AMERICAN EXPRESS CORPORATE CREDIT CARD POLICY

Staff members that primarily travel for the Company are issued a Corporate American Express credit card. American Express cards will be authorized to staff members on an as needed basis at the discretion of the Vice President or Director responsible for the area.

This program provides many benefits to you including:

- Eliminating the need to use personal credit cards
- Ability to separate business and personal charges
- 24-hour customer service
- \$200,000 Business Travel Accident Insurance & \$1,250 Baggage Insurance
- Membership Miles program - American Express provides a rewards program that offers Card Members one mile for every dollar they charge on an enrolled Corporate Card. To register please call 1-800-297-1085.
- Car Rental Loss & Damage Coverage Program

Staff members who are Corporate Card Members should charge all business travel and entertainment expenses to the corporate card whenever possible. The company will not make payments directly to American Express for charges on Corporate cards except in cases of extreme delinquency. *The Company will not reimburse for personal credit card annual fees.*

The Corporate American Express Card charges will be billed monthly directly to the staff member and are to be paid by the due date. Expense reports should be submitted on a weekly basis to give you ample time to receive reimbursement and pay American Express by the due date. Payment/remittals to American Express are due in full upon receipt of a statement. Card Members should use the remittance envelope included with bill statements to mail payments to American Express. Electronic

payment is also available; please contact American Express to set up electronic payment. If American Express does not receive a Card Member's payment prior to the next billing date, the account becomes delinquent. American Express will take the following action concerning delinquent Card Members.

- **At 30 Day's Delinquency** - American Express will print a delinquency notice on the Card Member's monthly statement informing the Card Member that the account is delinquent and requesting payment in full. The Company will receive a report alerting us to the Card Member's delinquency. At 40 days past due the American Express Administrator will notify employee to pay account balance.
- **At 60 Day's Delinquency** - American Express will print a delinquency notice similar to the 30-day notice on the Card Member's monthly statement and notify the Card Member that Card privileges are suspended and Card charges will not be accepted. The Company will be notified and the staff members Corporate Card will be cancelled.

THE CORPORATE AMERICAN EXPRESS CARD IS TO BE USED FOR COMPANY BUSINESS ONLY. ANY MISUSE OR PERSONAL CHARGES ON THE CARD WILL RESULT IN CANCELLATION OF YOUR CARD PRIVILEGES AND COULD BE GROUNDS FOR TERMINATION. THE COMPANY RESERVES THE RIGHT TO CANCEL A STAFF MEMBER'S CORPORATE CARD AT ANY TIME. THE COMPANY ALSO RESERVES THE RIGHT TO APPLY AN EMPLOYEE'S FINAL EXPENSE OR PAYROLL REIMBURSEMENT TO ANY OUTSTANDING BALANCE ON THE EMPLOYEE'S AMERICAN EXPRESS ACCOUNT.

AUTOMOBILE ACCIDENT INVOLVING RENTAL CAR ON COMPANY BUSINESS

If an American Express credit card was used to pay for the auto rental, contact American Express claims department at (800) 338-1670. If there is still a balance after American Express processes the claim, then forward all supporting documentation to Lisa Neumann and she will process for the remaining payment.

If a form of payment other than American Express credit card was used to pay for the auto rental, the employee should follow the below guidelines.

Automobile Claims Reporting Guidelines

Liberty Mutual Fire Insurance Company – AS2-631-508221-050

Telephone Reporting 1-800-362-0000

In case of a Motor Vehicle Accident

- ◆ **Take precautions to protect the scene of the accident from further accidents.**
- ◆ Call the police. If there are injured parties request medical assistance.
- ◆ Answer all questions addressed to you by police but do not make comments regarding responsibility of accident or fault.
- ◆ Report the claim directly to Liberty 1-800-362-0000

Information needed to file an automobile claim:

- ◆ **Report claims quickly. Claims should be reported within 24 hours of their occurrence.**
- ◆ **Try to provide as much information as possible, but do not wait to report the claim until you have answers to all questions.**
- ◆ Please report *facts only* and do not speculate on *cause* of accident.

◆ **Basic Information needed:**

1. Insured: SunGard Capital Corp.
2. Policy Number: See Above
3. SunGard Business Unit
4. Date of Loss and Time of Loss
5. Location of accident
6. Name of Driver/passengers
7. Vehicle Information
8. Injured Parties
9. Driver of other vehicle
10. Other vehicle information
11. Description of loss

How to report an automobile claim directly to Liberty?

- ◆ **Call 1-800-362-0000**
- ◆ **A Customer Service Representative will greet you on the phone and direct you through the process.**
- ◆ Early claim reporting means a more timely investigation by the insurance carrier and a quicker start in managing the claim.

NOTE: If the claim is processed through Liberty Mutual there will be a \$1,500 deductible, which will be reimbursed by SunGard.

POLICIES AND PROCEDURES

The following sections outline the various policies and procedures in effect relating to expense reimbursement.

AIR TRAVEL

GENERAL

All arrangements for air travel for the Company are to be made through the Travel Agent. **A \$15 transaction fee will be charged for every airline ticket issued online and a \$35 transaction fee will be charged for tickets issued over the phone. This fee is to be added to the cost of your airfare when recording it on your expense report.**

Since air travel represents one of the significant operating costs of the company, each department head is responsible to ensure that all trips are economically justified and to ensure strict conformance to the corporate policies on domestic travel and hotel accommodations. All non-billable airfare must have advance approval of a Vice President or Director. The approval must be submitted with the airfare receipt for reimbursement.

The company requires the use of regularly scheduled commercial airlines. A copy of the American Express One Invoice must accompany the expense report. The cost of the ticket will be put on your Corporate American Express credit card. In the event you do not have a Corporate American Express Card you may use a personal credit card.

Trips fewer than 250 miles round trip from home or office are considered local. Flying between local destinations must have prior approval from an Officer. The Company will reimburse the staff member 51 cents per mile (or the current IRS approved rate) for all local trips. The staff member will pay all additional costs above this. Trips greater than 250 miles round trip from home or office in which the employee is using their personal vehicle must have advance approval from their Manager. The approval must be submitted with the mileage expense report for reimbursement.

NOTE: Whether a billable or nonbillable expense, the roundtrip mileage for local trips will be paid from either an employee's home or the local office location, whichever mileage is less. When the trip is billable, the customer may require proof of the mileage and this is the employee's responsibility to provide such information.

Mileage above 50 miles per day to seminars and professional development events will be reimbursed at the standard mileage rate of 55.5 cents per mile. The employee will not be reimbursed for the first 50 miles and is responsible for all meals.

CLASS OF SERVICE

All staff members on company business should use the least expensive class of service available. This includes coach or reduced fare opportunities such as "Super Saver", which can be taken advantage of by planning ahead for the restrictions that sometimes accompany these fares. Company policy requires a minimum seven-day, maximum 30-day, advance purchase of all airline tickets.

AWARDS AND PROMOTIONS

Unlike many companies, the Company allows individuals to accumulate all frequent flyer points. The purchase of tickets and/or use of an airline to satisfy participation requirements in promotional gift or bonus mileage programs sponsored by airlines must not increase Company travel expenses. Staff members may not, under any circumstances, use an indirect route to a destination to increase bonus mileage. Any abusive or extra expenses incurred for this reason will be the responsibility of the staff member. A staff member may use the "upgrade points" they have accumulated through various airlines promotional "frequent flyer" programs, as long as this does not result in fare increase to the Company.

If a staff member chooses to use frequent flyer points to travel to scheduled customer or prospect site, the Company will reimburse said staff member ½ of the lowest available fare. This will be reimbursed through payroll as a bonus and will be subject to normal taxation.

CHANGE OF PLANS

If travel plans change before a ticket has been issued, airline reservations must be canceled or amended immediately. If a ticket has been issued, the ticket must be immediately returned to the Travel Agent for credit. An explanation for charges appearing on billing statements for tickets returned late must be forwarded to the Accounting Department.

IN-FLIGHT SERVICES - INTERNET

In-flight internet (WIFI) usage will be reimbursable by the Company as long as the segment of the flight is 3 hours or longer. For the staff member to be reimbursed, an expense report needs to be submitted with the charges listed under Telephone/Data Communications category, the business purpose must be listed, and the flight itinerary must be attached to the expense report.

NOTE: The Company will only reimburse for charges on a per use basis and will not reimburse for any subscriptions to the service.

CAR RENTAL

GENERAL

All car rental reservations should be made through the Travel Agent prior to the start of a trip. Car rental charges may not be direct billed to the company. Car rental companies charge an average of \$3.50 per gallon when computing gasoline charges on a returned car, therefore, staff members must return rental cars with a full tank of gas. Prepaid gas purchases through the rental car agency are not allowed.

The Company uses two car rental agencies: Avis and National. The Travel Agent will ensure that the best agency is used.

TYPE OF CAR

Compact or Intermediate cars will be required except in instances where three or more Staff Members are in a group, in which case the use of a full-size car is authorized. Full size car rentals are permitted with pre-approval from a Vice President, Controller or President. Proper documentation will be required for anything more than an intermediate car. When surface transportation involves group travel (two or more), the Company will reimburse for only one car for the group. When preparing Travel and Expense reports, the names of the other business travelers must be listed.

RENTAL/PERSONAL AUTOMOBILE ACCIDENT INSURANCE

All staff members who travel are covered under the SunGard auto insurance policy for car rentals. The policy of the Company is to decline all rental car insurance offered by car rental agency.

A staff member may use a personal car for business. The mileage allowance will be equal to the IRS allowance, currently 55.5 cents per mile (7/1/2011), plus all parking and toll charges, (allowance covers gas, insurance, depreciation). Travel between a staff member's home and office, as well as parking at the office, are not reimbursable.

Already included in this reimbursement rate for mileage is an allowance for a minimum acceptable level of automobile insurance. If a staff member uses his/her personal automobile for company business, it must be covered by insurance that meets the minimum requirements of the state or county in which the automobile is operated. The total cost of a trip by personal automobile may not exceed the total cost that would have been incurred had available standard transportation been used.

TRAFFIC VIOLATIONS

Fines for traffic violations are not reimbursable expenses. Fines for violations relating to the working condition of a rental car are the responsibility of the car rental agency.

AMERICAN EXPRESS LOSS & CLAIMS DIVISION PROCEDURE (IN CASE OF ACCIDENT WITH RENTAL VEHICLE)

If you used the Corporate American Express card to book your rental car, please follow these procedures should you be involved in an accident with the rental car:

- I. You will need your American Express Card Number and copy of accident report from Rental Car Agency
- II. File claim over the phone to American Express Loss and Claims Division by calling 1-800-338-1670
- III. Mandatory information needed to start claim
 - Date and time of accident/incident
 - Were the Police involved?
 - Description of loss and place of occurrence
 - Year and make of vehicle
 - Rental agreement number
 - Rental location address

The Loss and Claims Division will instruct you if further action need be taken.

CITY AND AIRPORT TRAVEL

Staff members are expected to use the most economical means for traveling to and from the airport. Airport bus, hotel courtesy car or "Group Limousine" service is usually more cost effective than taxis for airport/hotel transfer and should be used whenever practical and convenient. If a staff member uses his/her personal automobile to get to the airport, the parking fees and mileage (55.5 cents per mile) while the staff member is traveling are reimbursable.

LODGING

General

All hotel and motel reservations must be made through the Travel Agent. Reasonable lodging accommodations should be used when necessary. All charges will be subject to review and approval. The Company will reimburse up to \$125 per night

for most hotel stays. As costs for hotels do vary depending on city location, in the event a room, which is clean and safe, cannot be booked within the \$125 guideline by the travel agency, the Company will reimburse the amount on the itinerary.

If the hotel the Travel Agent has reserved for you is not clean and safe, please cancel your reservation, note on your expense report the reason for the change and notify the Travel Agent concerning the condition of the accommodations.

Change of Plans

When guaranteed reservations have been made by the Travel Agent and a change in itinerary or schedule prevents claiming the reservation, the staff member must cancel the reservation before the deadline on the itinerary by either contacting the Travel Agent or calling the hotel personally. If you call the hotel directly, be sure to include the name of the person acknowledging the cancellation as well as the cancellation number on the expense report. Any "no show" charges from guaranteed reservations that have not been cancelled will be the responsibility of the staff member.

MEALS AND ENTERTAINMENT

Business Meals

Business meals are reimbursable when the primary purpose of the meal is a business discussion in furtherance of Company Goals. One staff member may not entertain another except when: a client is present; one staff member is out of town; testimonial/reward/recognition or at the discretion of a Vice President or Director. Employees dining together should pay for their own meal and expense as per diem.

Meals will be paid if the staff member stays overnight at a client site. The company will reimburse \$52 per day for meals (Standard Per Diem) except in Key Cities where the rate is \$65 (Non-Standard Per Diem). A list of key cities can be found on page 12. Per Diem for travel outside the U.S. will be paid according to the current U.S. Department of State rates. These rates can be found at http://aoprals.state.gov/content.asp?content_id=233&menu_id=81.

If you are traveling between cities with different rates, use the rate for the city where you spend the majority of the day. If you entertain or go out and a meal is paid for as an employee meeting or meal, you must deduct that meal from your per diems as follows: Breakfast 20%, Lunch 25%, and Dinner 55% or on a pro-rata basis if a higher per diem applies. These are the amounts allowable by the IRS without receipt documentation.

When traveling on company business and staying with friends or relatives in lieu of a hotel, you may entertain your hosts and be reimbursed according to the following guideline:

Maximum charge is \$62.50 per night. Receipts are required. For example, you stay at a client site for a 3-day training session and spend 3 nights; you may submit entertainment expenses in lieu of a hotel bill for up to \$187.50. Remember, if this is a client, these charges will be billed to the client. The guideline is based on 50% of the normal hotel charge of \$125 per night. You may continue to submit daily per diem reimbursement according to policy.

In the event you are traveling a long distance from the office to multiple client sites over extended periods of time (more than one week), you may decide that a weekend stay makes more sense than returning home. You may stay the weekend at a hotel and submit normal per diem rates for reimbursement. The clients who benefit from this stay (and the savings from not paying the airfare) will each be billed ½ of the expenses for the weekend. In the event you stay with friends or relatives under this scenario, you may submit up to \$96 in entertainment expenses (for the weekend) in addition to your per diem.

Business Entertainment

Entertainment falls into three broad categories for reimbursement: The business meal, entertainment proceeding or following a bona fide business discussion and directly related to business discussion. ***All business meals and entertainment must be documented in the expense report with place, date, person (s) present and business relationship, business purpose or reasons for expense and total detailed costs including tips and taxes.*** Receipts are required for all expenditures. Any gift (flowers, etc.) must be approved prior to purchase for reimbursement by an Officer.

Alcoholic Beverages

The company will reimburse for alcohol within the following guidelines.

Each employee is personally responsible for maintaining high levels of professionalism and decorum at all times. Employees must never compromise their behavior with clients, prospective clients, other employees, and in any setting that may negatively reflect on the integrity of the company and its agents. Notwithstanding company sponsored events where alcohol is provided by the company, the use of alcohol or any other controlled substance or the abuse of controlled substances is strictly prohibited on company property. The use or abuse of alcohol in any company related setting that leads to inappropriate behavior is grounds for dismissal. **Employees remain 100% responsible for their behavior and results of their behavior at all times. This policy is strictly in place to address reimbursement situations and shall not be construed to condone, support, or otherwise encourage the consumption of alcohol by anyone.**

Reimbursement for alcohol is allowed under the following conditions/limits:

1. Company wide sponsored and approved events with clients where alcohol is provided by the company – Examples: User groups meetings
2. Company sponsored and approved department events without clients where alcohol is provided by the company– Examples: Sales meetings, department meetings, going away party
3. Entertaining customers, prospective customers, or interview candidates – when alcohol is consumed within the venue of a meal or other appropriate setting such as sporting event or cultural event within reason and best professional judgment.
4. Company meetings approved by a Vice President held after work hours without clients or prospective clients where individual drinks do not exceed 2 per employee.

Reimbursement for alcohol is not allowed under the following conditions:

1. Meetings without clients during working hours
2. Off venue or post venue drinking - Example: Going out on the town with clients or other employees after a company sponsored event
3. Any other situations not covered by this policy that in the opinion of senior management should not be reimbursed
4. Any other situation in violation or in conflict with the SunGard Global Business Conduct and Compliance Program.

Personal Meals

Out of Town - All dining expenses considered necessary and reasonable are permitted. The Company will reimburse \$52 (per diem) a day (with exceptions for Key Cities and outside continental US) as discussed above.

Intra-Company Entertaining

Intra-company entertainment or staff meeting, including luncheon or dinner among staff is not reimbursable without the approval of an Officer. Each staff member should pick up and submit their own charges on the Expense Report except for large group meetings. For large group meetings, the most senior manager in the group needs to pay the bill and then submit an Expense Report for reimbursement. Please indicate the reasons for any such meal or entertainment and include receipts, regardless of amount.

MOBILE PHONE POLICY

The Company provides an allowance for mobile phone and data plans for travelers, managers, or sales team members who have obtained prior approval from a Vice President or President indicating the business-related need. Eligible travelers include product consultants (demo), trainers, installers and project managers who are working at client sites as their primary job function.

Employees will receive a semi-monthly mobile phone/data allowance. This allowance will be paid at a flat recurring rate through payroll and will be taxable income to the employee. For employees hired prior to January 1, 2011, the Executive team will determine the amount of the allowance based on the employee's job function and travel requirements. For all employees hired after January 1, 2011, a mobile phone/data allowance will be included as part of the employee's compensation package, if applicable to their position. The Company, at their discretion, may adjust these allowances

Any exceptions to this policy must have prior manager's or Director's approval and be reported on an Expense Report (PSA) under the Telephone category. In order to receive reimbursement the employee must attach the approval received, and the appropriate statement and/or receipt indentifying the charges with an explanation of the business purpose.

NOTE: Chico based employees will continue on the Company paid plan for that location. Please contact Matt Grago (matt.grago@sungardps.com) with any questions regarding the Chico plan.

OTHER

Telephone

To be reimbursed for business toll calls made from a staff member's residence they must be reported on an Expense Report (PSA) under Telephone category. The monthly telephone toll statement must identify the charges and customer's name attached to the expense report.

For travel away from home, personal telephone calls to the staff member's home are reimbursable if limited to one call per travel day (reasonable duration).

Telephone credit cards are available to staff members who need to make many business telephone calls outside of the office and do not receive reimbursement for a cell phone. The calls made with the card are billed at a lower rate than those billed by hotels; therefore, the telephone cards should be used whenever possible.

Personal Entertainment

Personal entertainment while traveling will be the responsibility of the traveler, including, but not limited to, movies, nightclubs, and alcoholic beverages.

Tipping, Out of Pocket, Other

The table below summarizes the policy on tipping and out of pocket expenses in general.

| Description | Reimbursable | Amount Not to Exceed |
|---|------------------------------|--|
| Tipping Porter Maid Meals (entertainment only, not applicable to per diem) Cab Fare | Y N Y Y | \$1.00 per bag 15% maximum 15% maximum |
| Out of Pocket Expense Meals Hotel Car Hotel Movies Tobacco Nightclubs Laundry | Y Y Y N* N Y* | \$52.00 (\$65.00 for Key Cities) According to location According to location |

*Tobacco is not reimbursable without CEO pre-approval regardless of venue.

**Laundry will be reimbursed for stays longer than 4 days. Laundry charges must be incurred during the trip. Proper documentation is required. (Date, client, type of item)

KEY CITIES

October 1, 2011

| Key City | County or other defined location |
|---|---|
| Arizona | |
| Sedona (March 1-April 30) | City limits of Sedona |
| California | |
| Monterey | Monterey |
| Napa (October 1-November 30 and April 1-September 30) | Napa |
| San Diego | San Diego |
| San Francisco | San Francisco |
| Santa Barbara | Santa Barbara |
| Santa Monica | City limits of Santa Monica |
| Yosemite National Park (June 1-August 31) | Mariposa |
| Colorado | |
| Aspen (January 1- March 31, June 1-August 31 and December 1-31) | Pitkin |
| Denver/Aurora | Denver, Adams, Arapahoe, and Jefferson |
| Steamboat Springs (January 1-March 31 and December 1-March 31) | Routt |
| Telluride (December 1-March 31) | San Miguel |
| Vail (December 1-August 31) | Eagle |
| District of Columbia | |
| Washington D.C. (also the cities of Alexandria, Falls Church, and Fairfax, and the counties of Arlington and Fairfax, in Virginia; and the counties of Montgomery and Prince George's in Maryland) (See also Maryland and Virginia) | |
| Florida | |
| Fort Lauderdale (January 1-May 31) | Broward |
| Fort Walton Beach/De Funiak Springs (June 1-July 31) | Okaloosa and Walton |
| Key West | Monroe |
| Miami (December 1-March 31) | Miami-Dade |
| Naples (January 1-April 30) | Collier |
| Illinois | |
| Chicago (April 1 – November 30) | Cook and Lake |
| Louisiana | |

| Key City | County or other defined location |
|--|---|
| New Orleans (October 1-June 30) | Orleans, St. Bernard, Jefferson, Plaquemines Parishes |
| Maine Bar Harbor (July 1-August 31) | Hancock |
| Maryland Baltimore City (October 1-November 30 and March 1-September 30) | Baltimore City |
| Cambridge/St. Michaels (June 1-August 31) | Dorchester and Talbot |
| Ocean City (June 1-August 31) | Worcester |
| Washington, DC Metro Area | Montgomery and Prince George's |
| Massachusetts Boston/Cambridge Falmouth (July 1-August 31) | Suffolk, City of Cambridge City limits of Falmouth |
| Martha's Vineyard (July 1-August 31) | Dukes |
| Nantucket (June 1-September 30) | Nantucket |
| New Hampshire Conway (July 1-August 31) | Carroll |
| New York Floral Park/Garden City/Great Neck Glens Falls (July 1-August 31) | Nassau Warren |
| Lake Placid (July 1-August 31) | Essex |
| Manhattan (includes the boroughs of Manhattan, Brooklyn, the Bronx, Queens and Staten Island) | Bronx, Kings, New York, Queens, Richmond |
| Saratoga Springs/Schenectady (July 1-August 31) | Saratoga and Schenectady |
| Tarrytown/White Plains/New Rochelle | Westchester |
| North Carolina Kill Devil (June 1-August 31) | Dare |
| Pennsylvania Philadelphia | Philadelphia |
| Rhode Island Jamestown/Middletown/Newport (October 1-October 31 and May 1-September 30) | Newport |
| Utah Park City | Summit |

| Key City | County or other defined location |
|--|---|
| (January 1-March 31) | |
| Virginia | |
| Washington, DC Metro Area | Cities of Alexandria, Fairfax, and Falls Church; counties of Arlington and Fairfax |
| Virginia Beach (June 1-August 31) | City of Virginia Beach |
| Washington | |
| Seattle | King |
| Wyoming | |
| Jackson/Pinedale (July 1-August 31) | Teton and Sublette |

EXPENSE CATEGORIES

Use the table below as a guide for completing an expense report in the PSA system.

| Expense Category | Expense Type(s) | Billable | Description | |
|--|---|----------|---|---|
| 100% Club | Airfare | N | | |
| | Events | N | | |
| | Hotel/Lodging | N | | |
| | Meals & Beverage | N | | |
| | Other | N | | |
| Advertising Expenses | Advertising | N | | |
| LG Only – BTA | Airfare | N | Nonreimbursable | |
| | Hotel/Lodging | N | Nonreimbursable | |
| | Auto/Car Rental | N | Nonreimbursable | |
| LG Only – Employee Meetings & Meals | Meetings & Meals <i>Tip: description requirements</i> | N | Line-item description must include: place, names, business relationship and purpose | |
| LG Only – Employee Recognition | Employee Recognition | N | | |
| LG Only – Entertainment | Entertainment | N | Line-item description must include: place, names, business relationship and purpose | |
| LG Only – Mobile Phone | Mobile/Cell Phone | N | See Mobile Phone Policy | |
| LG Only – Travel Per Diem | Actual Per Diem | Y/N | Any amount other than Standard or Nonstandard; partial per diem | |
| | Alaska | Y/N | | |
| | Canada – USD | Y/N | | |
| | Caribbean | Y/N | | |
| | Hawaii | Y/N | | |
| | Non-Standard Per Diem | Y/N | \$58/day | |
| | Non-Standard Per Diem Breakfast | Y/N | Prorated per diem calculated at the appropriate percentages | |
| | Non-Standard Per Diem Lunch | Y/N | Prorated per diem calculated at the appropriate percentages | |
| | Non-Standard Per Diem Dinner | Y/N | Prorated per diem calculated at the appropriate percentages | |
| | | | | \$45/day |
| | Standard Per Diem | Y/N | | |
| | Standard Breakfast | Y/N | | Prorated per diem calculated at the appropriate percentages |
| | | | | Prorated per diem calculated at the appropriate percentages |
| Standard Lunch | Y/N | | Prorated per diem calculated at the appropriate percentages | |
| | | | Prorated per diem calculated at the appropriate percentages | |
| Standard Dinner | Y/N | | Prorated per diem calculated at the appropriate percentages | |

| | | | |
|---|--------------------------|-----|--|
| LG Only - Tuition Reimbursement | Tuition | N | |
| LG Only - User Group | Multiple Tasks Available | N | Include all HUG related travel and living expenses. Choose the correct expense type (airfare, hotel, etc.) |
| Office Supplies | Office/Copy Supplies | N | Must have approval to expense office supplies |
| Postage | Postage | N | |
| Professional Development | Seminars/Training | N | |
| Publications | Periodicals | N | |
| Telephone | Telephone/Data Comm Line | N | Must have approval to expense DCL |
| Trade Show | Trade Shows | N | |
| Travel | Airfare | Y/N | |
| <i>Tip: Non-Billable Travel Must Have Approval!</i> | Airfare Fees | Y/N | |
| | Auto/Car Rental | Y/N | |
| | Fuel | Y/N | |
| | Mileage | Y/N | Calculated at 55.5 cents per mile |
| | Laundry | Y/N | |
| | Parking | Y/N | |
| | Taxi/Limo | Y/N | |
| | Tolls | Y/N | Receipt required for billable tolls. If automated toll booth, indicate on expense report "Receipt not available" |
| | Ground Transportation | Y/N | |
| | Hotel/Lodging | Y/N | |
| | Tips | Y/N | |

EXPENSE REPORT REMINDERS

To expedite the reimbursement process and ensure accuracy, review the list of reminders below when creating and submitting expense reports.

- Print out submitted expense report including the expense report number and attach it to the original receipts OR reference expense report number on the original receipts.
- Attach approvals for non-billable airfare to your expense report receipts.
- Submit **original** receipts with detail for reimbursement.
- Include the dates of travel and purpose of trip in the description field of the expense report.
- Keep expense reports separate from each other. Do not staple multiple expense reports together.
- If an expense report does not require a receipt (per diem or mileage only) please email Linda McLaughlin with the expense report number.
- Submit separate expense reports for each trip and include only one week at a time on an expense report.

- Mail or leave expense report receipts in the mail room.

CONTACTS

Travel policy and expense report requirements:

Linda McLaughlin, x3370

Billable Time:

Linda Garbett, x3005

PSA time entry/adjustments:

Linda Garbett, x3005 or Lisa Neumann, x3090

PSA Assignments:

Assigned Project Manager, Linda Garbett, x3005 or Vicki Busch, x3292

2011 Change Tracking

06/16/2011 Updated Meals and Entertainment section.

07/01/2011 Updated mileage rate

07/12/2011 Updated Personal Meals section

11/31/2011 Updated Keys Cities for per diem

01/06/2012 Updated American Express contact information